

INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDMONDS AND
SNOHOMISH COUNTY FOR TRANSFER OF SURPLUS PROPERTY

THIS AGREEMENT is made and entered into by and between the City of Edmonds (the "City") and Snohomish County ("County"), both municipal corporations organized under the laws of the State of Washington (collectively, the "Parties").

RECITALS

WHEREAS, Chapter 39.33 RCW permits a municipality to transfer ownership of property to another municipality on such terms and conditions as may be mutually agreed upon; and

WHEREAS, the City has a totaled vehicle (Vehicle) from which all useful and salvageable parts have been striped; and

WHEREAS, the City no longer needs or uses the Vehicle; and

WHEREAS, the City has determined that the cost of selling or disposing the Vehicle equals or exceeds its residual value; and

WHEREAS, the County wishes to obtain the Vehicle from the City to be used as a prop at its shooting range for training purposes; and

WHEREAS, the City wishes to transfer ownership of the Vehicle to the County;

NOW, THEREFORE, the Parties agree as follows:

TERMS

Section 1. Purpose. The purpose of this agreement is to establish a contractual arrangement under which the City will transfer, as is without any form of warranty, ownership of properties listed in Exhibit A, attached hereto and incorporated herein by this reference, to the County. This agreement shall be interpreted in furtherance of this purpose, except that nothing in this agreement shall be interpreted as the City creating, transferring, assuring and or bestowing any warranty to the County.

Section 2. Responsibilities of the Parties. Responsibilities of the parties shall also include reasonable cooperation to accomplish the above mentioned objective of this interlocal agreement.

Section 3. Consideration. The County shall receive from the City ownership of properties, as is, without records or any form of warranty, listed in Exhibit A. In exchange, the County agrees to indemnify and to hold the City, its officials, officers, employees and agents harmless from any and all damages, losses, and costs, including but not limited to litigation expense and reasonable attorney's fees, related to claims arising from, or related to, properties listed in Exhibit A after the consummation of the

transfer of ownership between the City and the County as provided in this interlocal agreement.

Section 4. No Warranty. The County agrees that the City will provide no warranty or record, including but not limited to service and maintenance records, as part of this interlocal agreement. The County further agrees to accept from the City transfer of ownership of properties listed in Exhibit A without any warranty or record.

Section 5. Effective Date. This agreement shall become effective immediately upon execution by the Parties and filing with the Snohomish County Auditor.

Section 6. Termination. Neither party may terminate this agreement after the effective date above.

Section 7. Indemnification and Hold Harmless Agreement. The County agrees to protect, indemnify and save the City, its officials, officers, employees and agents harmless from and against any and all injury or damage to the City, its officials, officers, employees, agent or property, and also from and against all claims, demands, and causes of action of every kind and character arising directly or indirectly, or in any way incident to, in connection with, the terms hereof. The County specifically waives any immunity that the County may have with respect to, but only to, the limited extent necessary to indemnify the City, its officials, officers, employees and agents under this interlocal agreement. The County further agrees to fully indemnify the City, its officials, officers, employees and agents from and against any and all costs of defending any such claim or demand to the end that the City is held harmless therefrom.

Section 8. Integration. This document, together with the attached Exhibit A, constitutes the entire embodiment of the agreement between the Parties, and, unless modified in writing by an amendment executed by the Parties hereto, shall be implemented only as described herein.

Section 9. Duty to File Agreement with County Auditor. The City shall, within five days of execution by the parties, file this interlocal agreement with the Snohomish County Auditor.

Section 10. Non-waiver. Waiver by the City, the County or Parties of any provision of this agreement shall not be deemed to constitute a waiver of any other provision.

Section 11. Governing Law and Venue. This agreement shall be governed by the laws of the State of Washington. Any action arising out of this agreement shall be brought in King County Superior Court.

Section 12. No Employment Relationship Created. The Parties agree that nothing in this agreement shall be construed to create an employment relationship between the City and the County.

Section 13. No Entity Created. The Parties agree that nothing in this agreement shall be construed to create a joint entity between the City and the County.

Section 14. Transfer of Ownership. Transfer of ownership of properties listed in Exhibit A shall be administered jointly by the City and the County under the supervision of the Fleet Manager David Sittauer of the City and John Lovick, Sheriff of the County. The transfer of ownership shall occur subsequent to this agreement becoming effective when the County takes possession and removes the properties listed in Exhibit A from City premises. The cost for removing the same shall be borne by the County.

Section 15. Acquisition, Holding and Disposition of Real and Personal Property. No real or personal property, other than those listed in Exhibit A, shall be acquired, held or disposed of by Parties. After the consummation of the transfer of ownership of properties subject to this agreement, the County shall hold and dispose of the same without restriction from the City.

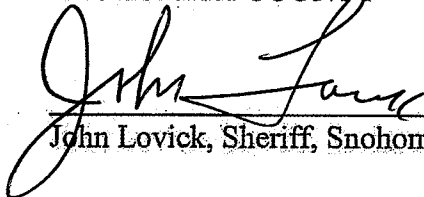
Section 16. Notices. Notices to the Parties shall be sent to the following:

City of Edmonds
David Sittauer
7110 210th Street SW
Edmonds, WA 98020

Snohomish County
Joanie Fadden
3000 Rockefeller Ave. M/S 606
Everett, WA 98201

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this 26th day of AUGUST, 2010.

SNOHOMISH COUNTY


John Lovick, Sheriff, Snohomish County


ATTEST

Sonja Kraski, Snohomish County Clerk

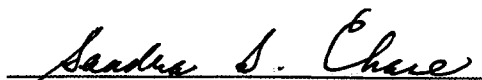
APPROVED AS TO FORM

_____, County Prosecutor

CITY OF EDMONDS


Mike Cooper, Mayor

ATTEST


Sandra S. Chase, City Clerk

APPROVED AS TO FORM

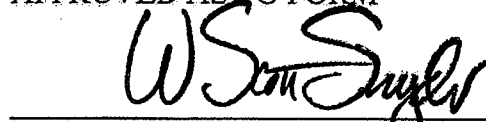

W. Scott Snyder, City Attorney

EXHIBIT A

LIST OF PROPERTIES SUBJECT TO TRANSFER OF OWNERSHIP BETWEEN THE CITY OF EDMONDS AND SNOHOMISH COUNTY

- 1. Unit # 791 One (1) 2006 Ford Crown Victoria VIN # 2FAHP71W26X121719
Value: \$0.00**